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PORT OF PORT LAVACA - POINT COMFORT

Providing Calhoun County Industries with Direct Deep-Draft Access to Global Markets

MEMORANDUM

TO: Calhoun Port Authority Board Members

FROM: Charles R. Hausmann, Port Director

DATE: August 6, 2019

SUBJECT: Agenda Item No. 10, Review and Consideration of an Indemnity Agreement between the Calhoun Port Authority and Great River Industries for a Laydown Yard.

Members of the Board, I have attached a copy of an Indemnity Agreement between the Calhoun Port Authority and Great River Industries that was prepared by Port General Counsel for your review. Great River is the contractor that Formosa Plastics Texas has hired to install all of the new EG-2 loading arms throughout the port and they are agreeing to indemnify the Port while they are working on Port property. Great River is paying a \$1,000.00 administrative fee for the preparation of the indemnity agreement.

Please feel free to contact me, if you have any questions regarding the proposed indemnity agreement.

Cc: David Roberts, Port General Counsel
Forrest E. Hawes, Deputy Port Director
David M Knuckey, Director of Engineering Services

INDEMNITY AGREEMENT

This Agreement is entered into between Calhoun Port Authority ("Port") and Great River Industries (hereinafter "GRI").

This Agreement pertains to GRI's use of Port property for a temporary laydown yard, office and parking for use in conjunction with the Formosa EPM54 Project. The Port property that will be available for GRI's temporary use is located in Calhoun County, Texas and is shown on the attached Exhibit "A". The area to be used by GRI is marked by three separate areas labeled as follows: 1.) 200' x 200' for office and parking; 2.) 150' x 150' for fabrication and additional storage; and 3.) 200' x 200' for loading arm assembly and transport (herein collectively referred to as "Laydown Yard"). The Port shall allow GRI the right to enter upon Port's property and use the Laydown Yard. Port will allow GRI to install temporary fencing to secure GRI's materials located on the Laydown Yard. GRI's right to use the Laydown Yard is subject to 1.) GRI being responsible for any and all damages caused to any of Port's property as a result of GRI's use of the Laydown Yard, 2.) GRI's responsibility to return the Laydown Yard to its original condition upon completion of the Formosa EP Project, and 3.) GRI paying Port a non-refundable administrative fee of \$1,000.00 due and payable at the time of the execution of this Indemnity Agreement..

GRI shall protect, defend, indemnify and hold harmless the Port and Port's board members, officers, directors, employees, agents, successors, personal and legal representatives and assigns (collectively the Indemnified Parties), from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, expenses and disbursements of whatever nature, regardless of the cause thereof, and expense in connection therewith, including, without limitation, attorney's fees and expenses, penalties and interest, for damages to the Port's property or injury to or death to any person, to the extent arising out of GRI's, including GRI's contractors,

subcontractors, agents invitees and/or representatives, presence on Port's property and use of the Laydown Yard as showed on the attached Exhibit "A", irrespective of whether such liability, damages, losses, claims and/or expenses are actually or allegedly caused wholly or in part through the negligence, strict liability, breach of warranty, or other legal fault of GRI its employees or agents or the Indemnified Parties. The only exception to this indemnity agreement is that GRI shall not be responsible for the gross negligence, malice, or intentional conduct of the Port, any Indemnified Party or any third party. Further, the Indemnified Parties are not liable for any loss, damage, or injury of any kind to any person or property arising from GRI's use of the Laydown Yard or GRI's presence on Port property.

Executed by the parties on the ____ day of _____, 2019.

CALHOUN PORT AUTHORITY

By: _____
J. C. Melcher, Jr., Board Chair

ATTEST:

Tony A. Holladay, Board Secretary

GREAT RIVER INDUSTRIES

By: Henry L.
Title: President
8-5-2019

GENERAL NOTES:

1. THE PROPOSED 20" PIPELINE WILL BE USED TO TRANSPORT NATURAL GAS FROM THE TEXAS OFFSHORE LEASES TO SHORE.
2. COORDINATES, BEARINGS AND DISTANCES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT - SOUTH CENTRAL ZONE, 1927 NAD.
3. VERTICAL DATUM: LOCAL BAY LEVEL AT THE TIME OF SURVEY.
4. BOTTOM OF BAY PROFILE TAKEN FROM HAZARD SURVEY CHARTS.
5. THE PROPOSED CONSTRUCTION R.O.W. IS 200 FEET IN WIDTH, AND THE PROPOSED PERMANENT R.O.W. IS 100 FEET IN WIDTH, IN THE CALHOUN COUNTY NAVIGATION DISTRICT.
6. METHODS OF PIPE INSTALLATION:

A. IN WATER DEPTH OF LESS THAN 3 FEET


THE PROPOSED PIPELINE WILL BE LAID FROM A SPUD BARGE IN A PRE-DUG TRENCH. EXCAVATION FOR THE PIPE TRENCH WILL BE DONE WITH MARSH BUGGY DRAGLINE AND/OR BACKHOE. ABSOLUTELY NO FLOTATION WILL BE EXCAVATED IN THESE AREAS. THE EXCAVATED TRENCH MATERIAL WILL BE TEMPORARILY STORED ON ALTERNATING SIDES OF THE TRENCH IN PILES NOT TO EXCEED 200 FEET IN LENGTH SO AS NOT TO IMPEDE WATER FLOW OR MARINE TRAFFIC. THESE TEMPORARY STOCKPILES WILL BE MARKED IN ACCORDANCE WITH U.S. COAST GUARD REGULATIONS (TITLE 33 CFR PART 67, SUB-PART 67.50-25 (D)). THIS EXCAVATED MATERIAL WILL BE USED AS BACKFILL IN A MANNER AS NOT TO DECREASE THE WATER DEPTH BY MORE THAN ONE HALF FOOT.

B. IN WATER DEPTH OF MORE THAN 3 FEET (BUT LESS THAN 6 FEET)

THE PROPOSED PIPELINE WILL BE LAID FROM A SPUD BARGE IN A PRE-DUG TRENCH. THE PIPELINE TRENCH SHALL BE EXCAVATED BY JETTING, THEREBY SPREADING THE SPOIL SO AS NOT TO CAUSE OVER ONE HALF FOOT BUILD-UP ABOVE THE BAY BOTTOM. THE TRENCH WILL BE BACKFILLED BY NATURAL SILTATION.

C. IN WATER DEPTH OF MORE THAN 6 FEET

THE PROPOSED PIPELINE WILL BE LAID FROM A SPUD BARGE, USING A COMBINATION OF "JETTING" AND THE "PUSH-PULL" METHOD OF INSTALLATION. THE TRENCH WILL BE BACKFILLED BY NATURAL SILTATION.

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|---|---------------|----------|---------|
| Reference Drawing | | Dwg. No. | |
| Engineering De | | | |
|  Transco Matagorda Pipe Line Company A Transco Energy company | | | |
| HOUSTON, TEXAS | | | |
| PROPOSED 20" NATURAL GAS PIPELINE CROSSING CALHOUN CO. NAVIGATION DISTRICT MATAGORDA BAY & LAVACA BAY CALHOUN COUNTY, TEXAS | | | |
| Drawn By | BILLERI | Date | 7/13/89 |
| Checked By | dw | Date | 8-4-89 |
| Approved By | C.W.W. | Date | 8-4-89 |
| Approved By | Michael J. Ca | Date | |
| V.O. No. | 6865.08 | Scale | NONE |
| Approved By | mm | Sheet | 6 of 6 |
| DWG. NO. | 20-00 | SL-3A | |

ZF1:[41,4]SL3A00186.DGN:1

Port Office/Laydown

marked for location

Legend

200'x200' for office and parking

150'x150' for fabrication and additional storage (Area to have temp. Fencing)

200'x200' for Loading arm assembly and transport

tabbies
"H"
EXHIBIT

Google Earth

© 2018 Google

Revised: 07/23/2019

700 ft

